

1 BILL NO. S-88- 09- 09

2 SPECIAL ORDINANCE NO. S- 152-88

3 AN ORDINANCE approving Contract for Res.
4 1041-88, Riverton Drive Water Main
5 between Earth Construction, Inc. and the
6 City of Fort Wayne, Indiana, in
7 connection with the Board of Public
8 Works and Safety.

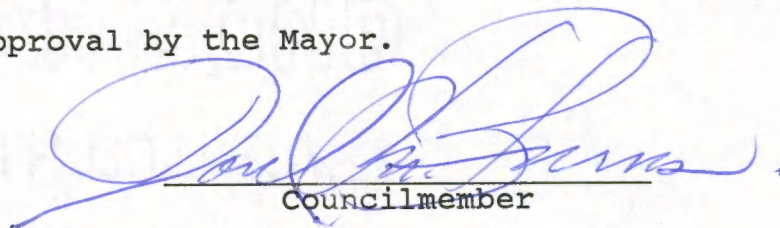
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Res. 1041-88,
12 Riverton Drive Water Main by and between Earth Construction,
13 Inc. and the City of Fort Wayne, Indiana, in connection with
14 the Board of Public Works and Safety, for:

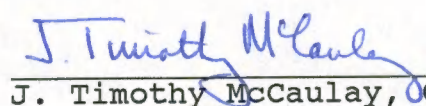
15 the installation of water main on
16 Riverton Drive from a point 300+/-L.F.
17 South of River Park Drive Northward to a
18 point 150+/-L.F. north of Bellevue
19 Drive. Said water main to include
20 2050+/-L.F. of 6" CL 50 Ductile Iron
21 Water Main;

22 the Contract price is Forty-Five Thousand Five Hundred
23 Seventy-Five and no/100 Dollars (\$45,575.00), all as more
24 particularly set forth in said Contract, which is on file in
25 the Office of the Board of Public Works and Safety and, is
26 by reference incorporated herein, made a part hereof, and is
27 hereby in all things ratified, confirmed and approved. Two
28 (2) copies of said Contract are on file with the Office of
29 the City Clerk and made available for public inspection,
30 according to law.

31 SECTION 2. That this Ordinance shall be in full force
32 and effect from and after its passage and any and all
33 necessary approval by the Mayor.

34 
35 Councilmember

36 APPROVED AS TO FORM
37 AND LEGALITY

38 
39 J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

B.O. 133-86

RESOLUTION 1041-88

W.O. 64014

THIS CONTRACT made and entered into in triplicate this 7th day of September, 1988, by and between EARTH CONSTRUCTION, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called owner;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

On Riverton Drive from a point 300± L.F. south of River Park Drive northward to a point 150± L.F. north of Bellevue Drive. Said water main to include 2050± L.F. of 6" CL 50 Ductile Iron Water Main.

All according to Fort Wayne Water Utility, Drawing No. Y-10631, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract the unit price sum of FORTY-FIVE THOUSAND FIVE HUNDRED AND SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$45,575.00). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month

(based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor of Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The Successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1041-88
- b. Instructions to Bidders for Resolution No. 1041-88
- c. Contractor's Proposal dated August 3, 1988
- d. Fort Wayne Engineering Department Drawing No. Y-10631
- e. Supplemental Specifications for Resolution No. 1041-88
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Commitment Form.
- o. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract.

The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and her decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within thirty (30) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRIBUTOR: EARTH CONSTRUCTION, INC.

By: Michael C. Evertson
Michael C. Evertson, President

CITY OF FORT WAYNE

By: Paul Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

By: Angela S. Derheimer
Angela S. Derheimer
Director of Public Works

By: Daniel G. Heath
Daniel G. Heath
Director of Public Safety

By: C. David Silletto
C. David Silletto
Director of Administration and
Finance

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 26th day of AUGUST, 1988, personally appeared the within named MICHAEL C. EVERTSON, who being by me first duly sworn upon his oath says that he is the PRESIDENT of EARTH CONSTRUCTION, INC. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of EARTH CONSTRUCTION, INC. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixes my official seal.

Philip D. Shockney
Notary Public

PHILIP D. SHOCKNEY
Printed Name of Notary

My Commission Expires:

02-08-89

Resident of ALLEN County.

ACKNOWLEDGEMENT

STATE OF INDIANA)

SS:

COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this _____ day of _____, 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Director, Daniel G. Heath, Member, and C. David Silletto, Member, of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly of sworn said that they are respectively the Mayor of the City of Fort Wayne, and Director, Members, and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledge said instrument to be in the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
Notary Public

Carolyn S. Eschmann
Printed Name of Notary

My Commission Expires: 6-16-91

Resident of Allen County.

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1988.

Special Ordinance No. _____.

THE Cincinnati Insurance Company

CINCINNATI, OHIO 45214

Bond #B-80263918

PERFORMANCE BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That Earth Construction, Inc., 3333 Engle Road, Fort Wayne, IN 46809 as Principal, hereinafter called Contractor, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne, City-County Building, Fort Wayne, IN 46802 as Obligee, hereinafter called Owner, in the amount of Forty Five Thousand, Five Hundred Seventy Five and No/100 ----- Dollars (\$ 45,575.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated August 29 19 88, entered into a contract with Owner for Resolution 1041-88 Riverton Drive Water Main Extention in accordance with drawings and specifications prepared by _____ (Here insert full name, title and address) _____, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and made available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 29th day of August, 1988

Earth Construction, Inc.

By: Michael C. Evertson (Principal) (Seal)
Michael C. Evertson, President (Title)

THE CINCINNATI INSURANCE COMPANY
By: Fred L. Tagtmeyer (Attorney-in-Fact) (Seal)
Fred L. Tagtmeyer

X Philip D. Shockney
Philip D. Shockney, Secretary (Witness)

X Julie M. Borsaud
(Witness)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects
A.I.A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

That Earth Construction, Inc., 3333 Engle Road, Fort Wayne, IN 46809 as Principal, hereinafter called Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works & Safety, City of Fort Wayne, City-County Building, Fort Wayne, IN 46802 as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Forty Five Thousand, Five Hundred Seventy Five and No/100----- Dollars (\$45,575.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 29 1988, entered into a contract with Owner for

Resolution 1041-88 Riverton Drive Water Main Extention

in accordance with drawings and specifications prepared by _____ (Here insert full name, title and address), which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the contraction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 29th day of August, 1988

X Philip D. Shockey
Philip D. Shockey, Secretary (Witness)

Earth Construction, Inc.
(Principal)
By: X Michael C. Everton (Seal)
Michael C. Everton, President (Title)

X Julie M. Bossard
(Witness)

THE CINCINNATI INSURANCE COMPANY
By: X Fred L. Tagtmeyer (Seal)
(Attorney-in-Fact)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.



STATE OF OHIO) ss:
COUNTY OF HAMILTON)

THE CINCINNATI INSURANCE COMPANY

Donald E. Douglass
Senior Vice President

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 29th day of August 1988



Robert J. Dineen
Secretary and Treasurer



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8/29/88

PRODUCER

O'ROURKE, ANDREWS & MARONEY, INC.
1721 MAGNAVOX WAY P.O. BOX 885
FORT WAYNE, IN 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER**A** Citizens Insurance CompanyCOMPANY
LETTER**B**COMPANY
LETTER**C**COMPANY
LETTER**D**COMPANY
LETTER**E**

INSURED

Earth Construction, Inc.
3333 Engle Road
Fort Wayne, IN 46809

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	GENERAL LIABILITY	CMP0301571	3/01/88	3/01/89	GENERAL AGGREGATE	\$ 1,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$ 1,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADVERTISING INJURY	\$ 1,000
	OWNER'S & CONTRACTORS PROTECTIVE				EACH OCCURRENCE	\$ 1,000
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50
					MEDICAL EXPENSE (ANY ONE PERSON)	\$ 5
A	AUTOMOBILE LIABILITY	CAP0301569	3/01/88	3/01/89	CSL	\$
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$ 500
	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$ 1,000
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$ 250
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	AGGREGATE
	OTHER THAN UMBRELLA FORM				\$	\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WK0301569	3/01/88	3/01/89	STATUTORY	
					\$ 100	(EACH ACCIDENT)
					\$ 500	(DISEASE-POLICY LIMIT)
	OTHER				\$ 100	(DISEASE-EACH EMPLOYEE)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

Board of Public Works
City of Fort Wayne,
City-County Building
Fort Wayne, IN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

202249

O'Rourke, Andrews & Maroney Inc

Read the first time in full and on motion by Burns, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 9-13-88, the 11 o'clock 11 M., E.S.T. of 19, at 11 o'clock 11 M., E.S.T.

DATED: 9-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Salinas, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY				<u>✓</u>
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 9-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL)

(ZONING MAP)

ORDINANCE

RESOLUTION NO. S-15288

on the 27th day of September, 19 88,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of September, 19 88, at the hour of 11:20 o'clock 11 M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 6th day of October, 19 88, at the hour of 5:20 o'clock 5 M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Contract for Res. #1041-88, Riverton Drive Water MainDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 1041-88, Riverton Drive Water Main is
for the installation of water main on Riverton Drive from a point 300+ L.F.
South of River Park Drive Northward to a point 150+ L.F. north of Bellevue Drive
Said water main to include 2050+ L.F. of 6" CL 50 Ductile Iron Water Main.
Earth Construction Company, is the contractor.

*S 88-05-05*EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$45,575.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-88-09-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract
for Res. 1041-88, Riverton Drive Water Main between Earth
Construction, Inc. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

Paul M. Burns PAUL M. BURNS
Charles B. Redd CHAIRMAN
Mark E. GiaQuinta CHARLES B. REDD
Samuel J. Talarico VICE CHAIRMAN
James S. Stier MARK E. GIAQUINTA
SAMUEL J. TALARICO
JAMES S. STIER

CONCURRED IN 9-27-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk